

Rules of DevOpsDays Warsaw 2019

These rules set out the terms and conditions of using the website of the DevOpsDays Warsaw conference available at www.devopsdays.pl and are an integral part of any agreements executed by PROIDEA through the Website.

I. General provisions

1. Using the Website and the services offered through the Website shall be deemed as approval of these rules (the “Rules”) and the Privacy Policy.
2. All rights to the name of the Website, its graphic and functional concept, as well as rights to all text and graphic elements used on the Website, with the exception of elements provided by third parties (in particular logotypes of partners, media partners, sponsors, partner conferences etc.), are held by PROIDEA and may be used only with the consent (under a license) granted by PROIDEA.
3. The legal basis of these Rules is in particular:
 - a) the Personal Data Protection Act of 29 August 1997;
 - b) the Act on Provision of Electronic Services of 18 July 2002;
 - c) the Civil Code of 23 April 1964;
 - d) the Act on Consumer Rights of 30 May 2014.
4. In matters related to the use of the Website or participation in the Conference, Users may contact PROIDEA by e-mail, to the following e-mail address: paulina.wedrychowska@proidea.org.pl, or by phone to: 506 804 562

II. Definitions

For the purpose of these Rules, the following terms shall have meanings ascribed to them below:

1. Website – shall mean the website available at www.devopsdays.pl, containing information on the Conference and making it possible to register for participation in the Conference as a Participant or Speaker through the Platform;
2. PROIDEA – shall mean PROIDEA Sp. z o.o. of Kraków, with its registered office at ul. Łabędzia 9, 30-651 Kraków (Poland), entered in the Business Register maintained by the District Court for Kraków-Śródmieście in Kraków under No. KRS

0000448243, holding Tax Identification Number (NIP): 6793088842, with the share capital of PLN 10,000, paid in full;

3. Conference – shall mean DevOps conference under the name DevOpsDays Warsaw 2019 organised by PROIDEA in Warsaw on 25-26.11.2019.;

4. User – shall mean an adult natural person using the Website;

5. Agenda – shall mean a detailed programme of the Conference defined by PROIDEA, made available on the Website after determining some or all of the Speakers. The Agenda is indicative and is subject to change;

6. Participant – shall mean an adult natural person entitled to participate in the Conference and receive additional benefits specified in detail in Section IV of these Rules. A minor may be a Participant only with the consent of PROIDEA. Persons under 18 years of age may be allowed to participate in DevOpsDays after their prior verification by the Organiser (only with the consent and under the care of a legal guardian). Please contact us in advance by e-mail: rejestracja@proidea.org.pl;

7. Speaker – shall mean an adult natural person authorised to give a lecture during the Conference, selected by PROIDEA in accordance with the procedure referred to in Section V of these Rules;

8. Student – a person under 26 years of age, continuing education at a higher education institution, holding a valid student ID card;

9. Platform – shall mean a website available at: www.devopsdays2019.evenea.pl, to which a user is redirected from the Website to register for participation in the Conference as a Participant or Speaker (Registration). Redirection to the Platform takes place after clicking on the “Registration” tab on the Website and starting the Registration process on the Website. The Platform is offered as part of the Evenea online service provided by Event Labs Sp. z o.o. of Warsaw.

III. Terms and conditions of using the Website.

1. Using the Website and any of its functions shall require access to the Internet and the use of a standard web browser.

2. In order to ensure secure data transmission through the Website, PROIDEA shall apply technical and organisational measures corresponding with the level of risks related to the use of the Website.

3. Users shall not abuse the Website, in particular:

a) transmit any content that would cause disruption or overload of the Website or systems used by entities that participate, directly or indirectly, in the provision of services by electronic means;

b) transmit any content that could infringe on the personal rights of any third parties, or on any copyrights, intellectual property rights or business secrets, or that might in any other manner violate the law and order or be contrary to accepted principles of morality;

c) transmit any content containing computer viruses and other malicious software, such as worms, trojan horses, keyloggers or other;

d) transmit any content that would distribute unsolicited commercial information (SPAM) other illegal content – as well as transmit any other unlawful content.

IV. Participation in the Conference as a Participant.

1. Participation in the Conference as a Participant shall entitle each Participant to attend all lectures on the Agenda and to receive the additional benefits specified in detail in Section IV.2 of these Rules.

2. In addition, each Participant shall have the right:

a) to receive one set of conference materials;

b) to participate in coffee and lunch breaks organised by PROIDEA on each day of the Conference. Catering shall be provided by PROIDEA;

c) of admission to the party held by PROIDEA after the Conference.

PROIDEA may provide the Participant with a Conference T-shirt on the terms specified by PROIDEA in e-mails or other communications.

3. Participation in the Conference as a Participant is subject to an admission fee. The admission fee shall depend on the time when the request for participation is submitted. The admission fee is indicated in the price list available in the registration form.

4. The fee referred to in Section IV.3. shall apply to one person participating in the Conference.

5. Participation in the Conference as a Participant holding a student pass is subject to an admission fee. The price of a student ticket shall be lower than the price of a regular ticket, and shall be specified in the registration form.
6. A Participant holding a student pass shall have the right of admission to all lectures on the Agenda, to receive a Conference tag and wristband.
7. A Participant with a student pass shall be entitled to take part in coffee breaks and lunches on each day of the Conference and other Conference activities.
8. During the evening party, the student pass shall entitle its holder to enter the venue, use the Open Bar and receive refreshments and food.
9. Participation as a student shall be verified immediately after the Participant's registration, based on a scan or photograph of a valid student ID card. A student pass may be issued to persons who are under 26 years of age at the time of purchasing the ticket.
10. The fee indicated in Section IV.3. shall be increased to include the Value Added Tax at the applicable rate, except for cases where, after registration, the User provided PROIDEA, to the e-mail address: rejestracja@proidea.org.pl, a statement on financing the participation in the Conference from public funds.
11. Payments for participation in the Conference may be made in Polish zloty.
12. Users shall submit notices of participation in the Conference as Participants by filling in and submitting the electronic registration form for Participants available on the Website.
13. Each Participant shall wear a Conference wristband and ID tag in a manner visible to PROIDEA (or shall produce them at each PROIDEA's request) throughout the entire of the Conference. If the Participant does not have a wristband or ID tag, PROIDEA shall have the right to remove the Participant from the Conference area. The Participant may not make its conference ID tag or wristband available to any other person, and the ticket to the Conference shall be issued to the Participant's name and assigned to a give Participant. While in the Conference area, each Participant shall carry his or her ticket in paper or electronic form to make it available for inspection by PROIDEA.
14. In the registration form for Participants available on the Platform and the Website, the User shall provide the following data: name and surname; e-mail

address (please provide your direct and up-to-date e-mail address as the ticket and organisational information related to the conference, before party and after party will be sent to that e-mail address), telephone number; and optionally also the User's profile name on Twitter, where he or she learned about the Conference, what motivated him or her to participate in the Conference and other notes, as well as the following details for invoicing purposes: company name, address, postal code, city/town, optionally: tax identification number (NIP). Company name and tax identification number (NIP) shall be provided for the purposes of obtaining an invoice where the submitted request concerns a company (a legal person, an organisational unit with no legal personality but having legal capacity, a natural person conducting economic activity). In the registration form, the User may also provide a discount code (if the User has received any). If despite having a discount code the User does not provide it during the registration process, he or she shall lose the right to apply the discount and the registration shall proceed based on the price list referred to in Section IV.3.

15. Before submitting the registration form regarding a Participant, the User shall read these Rules and the Privacy Policy. By sending a filled in form to PROIDEA, the User offers PROIDEA to execute an agreement on participation in the Conference.

16. PROIDEA shall confirm the receipt of the offer referred to in Section IV.15. by sending a registration confirmation notice through the Platform to the User's e-mail address. Upon sending such notice to the Participant an agreement on participation in the Conference shall be deemed executed between PROIDEA and the Participant or the legal person represented by the User.

17. These Rules provide for the following payment methods:

- a. online payment: by payment card. This form of payment shall be processed by PayPal and Dotpay Sp. z o.o.
- b. offline payment: payment by wire transfer. In the case of an offline payment, within seven days after the registration date PROIDEA shall send a pro forma invoice to the User's e-mail address. Payments for participation in the Conference shall be made by the date and to PROIDEA's account number indicated in the pro forma invoice. The payment may be made immediately after receipt from PROIDEA of the confirmation notice referred to in Section

IV.16., to PROIDEA's bank account number indicated in the notice sent by e-mail to the User, or using online payment systems (id: platnosci@proidea.org.pl).

18. Failure to make the payment for participation in the Conference shall not constitute resignation from participation, and the User or persons registered for participation in accordance with Section IV.16. shall retain the right to participate in the Conference; if the resignation procedure specified in these Rules is not followed, PROIDEA shall retain the right to receive the relevant payment. If the payment is not made by the date indicated in the invoice, PROIDEA may rescind the agreement on participation in the Conference without any additional requests for payment or setting any additional payment date.

19. A User who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), shall have the right to rescind the agreement with PROIDEA without incurring any costs and without stating any reason within 14 days from the date of entering into the agreement in accordance with Section IV.16. A statement of rescission of the agreement shall be made in writing. The User may use the form of the notice enclosed with these Rules.

20. Subject to Section IV.19., the User who paid the admission fee shall have the right to resign from participation in the Conference not later than by 11.11.2019 by sending PROIDEA a written statement of resignation by registered letter to PROIDEA's address. The deadline shall be deemed to have been met if the registered letter is sent by the deadline referred to above. In the event of resignation referred to in this Section, PROIDEA shall refund the User for the amount equal to paid admission fee for the Conference. The refund shall be made within 30 days, against a correction invoice accepted by the User.

21. The User who has not paid the admission fee shall have the right to resign from participation in the Conference not later than by 11.11.2019 by sending PROIDEA a written statement of resignation in electronic form to: rejestracja@proidea.org.pl

22. PROIDEA shall allow changes to be made in the list of participants. Information on any change of Participants should be notified to PROIDEA not later than 5 days

before the commencement of the conference. Any change of Participants shall require the User to fill in a new registration form and provide information on the change of Participants to the following e-mail address: rejestracja@proidea.org.pl, including the details of the persons concerned.

22. During the Conference, PROIDEA may make photographs and record videos. Participation in the event by each Participant shall mean that he or she consents to the use of his or her image in PROIDEA's information and promotional materials. Any person who does not give such consent shall inform PROIDEA of the fact by sending a relevant e-mail to the following address: paulina.wedrychowska@proidea.org.pl after the registration and before the beginning of the Conference.

V. Participation in the Conference as a Speaker.

1. A User shall submit the request for participation in the Conference as a Speaker by filling in and submitting to PROIDEA the electronic registration form for Speakers available on the Website. In the registration form for Speakers, the User shall provide the following data: name and surname, e-mail address, telephone number, e-mail, country of residence, company name, position, brief curriculum vitae, type of session, name of the lecture, category, level of difficulty of presentation, abstract, duration, language of the lecture. The User shall enclose a digital photograph with the form.

2. PROIDEA shall send a confirmation of receipt of a request to the e-mail address indicated by the User in the registration form for Speakers.

3. Participation in the Conference as a Speaker shall be subject to PROIDEA's review of the submitted request. The review of submitted requests and selection of Speakers shall be made by the Programme Board appointed by the PROIDEA. PROIDEA shall notify the User of the review result by e-mail.

4. In the case of a positive review, the Speaker shall prepare a presentation and send it to PROIDEA's e-mail address, no later than 14 days before the date of the Conference. The Speaker is solely responsible for all content of the presentation.

5. By submitting a request for participation, Users shall award PROIDEA a non-exclusive license to use the materials provided to PROIDEA in connection with

participation in the Conference – abstracts in Polish and English, the presentation provided to PROIDEA, and the lectures given by the Speaker during the Conference. Speakers shall also consent to the use of their image (“Rights”). The Licence shall cover:

- a) in respect of recording and reproduction – recording and reproduction of the Rights using any technique, including by printing, reprography, digital techniques, on all types of media, including on CDs and semi-conductor devices, as well as entering and loading the Rights in the memory of information and communication systems;
- b) in respect of dissemination – leasing, lending and placing on the market of any media with recorded Rights;
- c) in respect of dissemination otherwise than specified in item b above – making the Rights available in such a manner that any interested person can access the Rights at a place and time of their choice, displaying, broadcasting and rebroadcasting, both terrestrial and satellite, transferring the Rights by streaming, both live and on demand.

The license shall be awarded subject to a positive review of the request in accordance with Section V.3. above. Speakers participating in the Conference shall also be required to register as Participants.

6. Speakers participating in the Conference shall also be required to register as Participants.

7. The Speaker who has been approved by the Programme Board may be replaced by another Speaker, if such replacement Speaker represents the same company, presents the same material and the session has exactly the same technical or commercial profile and if such change is promptly notified to PROIDEA.

8. PROIDEA shall have the right to refuse such a replacement if any of the above conditions is not met.

9. The Speaker who did not report a replacement or if the replacement has not been accepted by PROIDEA may be subject to a fine equivalent to the cost of the sponsorship session.

VI. Personal details.

1. PROIDEA shall process the personal data of Participants and Speakers in the scope and on the terms indicated below and specified in detail in the Privacy Policy.
2. The entity acting as the Controller of personal data shall be PROIDEA Sp. z o.o. of Kraków, with its registered office at ul. Łabędzia 9, 30-651 Kraków, entered in the Business Register maintained by the District Court for Kraków-Śródmieście in Kraków under No. KRS 0000448243, holding Tax Identification Number (NIP): 6793088842, with the share capital of PLN 10,000, paid in full.
3. PROIDEA shall process personal data of Participants provided in the registration form, for the purpose of execution and performance of an agreement on participation in the Conference. The legal basis for the processing of personal data is Art. 23.1.3 of the Personal Data Protection Act of 29 August 1997.
4. PROIDEA may process personal data of Participants for marketing purposes related to the presentation of PROIDEA's and its partners' business activities and offer, subject to such persons' consent given by ticking the relevant box in the registration form. If registration is made on behalf of a company, for the purpose referred to above PROIDEA may process only personal data of the person making the registration, subject to such persons' consent given by ticking the relevant box in the registration form. Personal data of registered Participants shall be processed based on the consent given in the form of confirmation of participation in the Conference. Giving consent by Participants to the processing of data as referred to above shall be entirely voluntary and shall not be deemed a condition for participation in the Conference.
5. PROIDEA processes the data of Users who submitted a request for participation in the Conference as Speakers, for the purposes of review of the submitted requests and selection of Speakers, as well as for the purposes related to the participation of the Speaker in the Conference. Consent is given by marking the appropriate box in the Speaker's request form and giving such consent is entirely voluntary, although it is a condition for registering for participation in the Conference as a Speaker.
6. Persons referred to in Section IV and V have the right to inspect and correct their personal data.
7. Save for the cases referred to above, PROIDEA shall disclose personal data where it is required to do so under the mandatory rules of the law.

VII. Complaints.

1. The User may lodge complaints to the following e-mail address: paulina.wedrychowska@proidea.org.pl or in writing, to the registered address of PROIDEA.
2. A complaint concerning the Conference proceedings may be submitted within 14 days after the end of the Conference. A complaint shall be deemed to have been lodged on the date of receipt of such complaint by PROIDEA.
3. Complaints lodged after the lapse of the period specified in Section VII.2. shall not be recognised.
4. PROIDEA shall review any complaints within 14 days after the date of their submission. If PROIDEA does not reply to a complaint within the deadline specified above, it shall be deemed that the complaint was granted, i.e. PROIDEA considered the User's statement or request as justified.

VIII. Order regulations.

1. Conference Participants and Speakers shall act in a way that does not pose a threat to the safety of other Participants and Speakers, comply with the law and these Rules, as well as immediately follow the instructions of security staff. It is forbidden to obstruct and block exits and escape routes, as well as other necessary rescue or fire-fighting equipment in the event of an emergency during the Conference.
2. Conference Participants and Speakers shall respect the rights and personal dignity of other Participants and Speakers. Participants and Speakers shall be strictly prohibited from harassing other Participants and Speakers. Harassment shall be deemed as: offensive verbal comments on sex, gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion, as well as intentional intimidation, persecution, improper physical contact and unwanted sexual attention. In addition, during the Conference it shall be prohibited to use words and symbols commonly recognised as prohibited, including rude language or expressions that may offend religious or ideological feelings, or implying discrimination.

3. It shall be forbidden to damage any markings and information boards, advertising media, devices and equipment on the Conference premises etc. Participants and Speakers shall use sanitary facilities only for their intended purpose.

4. Participants and Speakers shall promptly notify PROIDEA of any instances of misconduct (in particular those indicated above) by other Participants or Speakers.

IX. Out-of-court dispute resolution.

1. Any disputes that may arise between PROIDEA and a Participant who is a consumer (i.e. a natural person performing a legal action not related directly to his or her economic or professional activity, having full legal capacity [understood as being an adult who has not been legally incapacitated and may perform legal actions on his or her own behalf]), may be resolved by conciliation. For detailed information on the methods and access to forms of out-of-court dispute resolution, see:

https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

2. Detailed information on the possibility of having recourse to an out-of-court complaint and redress mechanism, out-of-court dispute resolution as well as the rules of using these procedures, is also available at the offices and on the websites of:

a. county (municipal) consumer ombudsmen;

b. social organisations whose statutory tasks include consumer protection (including the Polish Consumer Federation, Association of Polish Consumers). Advice is provided by the Polish Consumer Federation through a free helpline 800 007 707 and by the Association of Polish Consumers at porady@dlakonsumentow.pl)

c. Provincial Inspectorates of the Trade Inspection and on the following websites Internet of the Office of Competition and Consumer Protection:

d. http://www.uokik.gov.pl/sprawy_indywidualne.php;

e. http://www.uokik.gov.pl/wazne_adresy.php.

3. In the event of a dispute between PROIDEA and a Participant who is a consumer concerning the agreement on participation in the Conference, the consumer shall be entitled to having recourse to an out-of-court complaint and redress mechanism, including by filing a complaint in one of the official languages of the European Union,

including Polish, through the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>

4. A Participant who is a consumer has the right to apply to the Provincial Inspector of the Trade Inspection, pursuant to Art. 36 of the Act on Trade Inspection of 15 December 2000, for initiation of mediation proceedings regarding amicable settlement of the dispute between the consumer and PROIDEA. Information on the rules and procedure of the mediation conducted by the Provincial Inspector of the Trade Inspection is available at the offices and on the websites of individual Provincial Inspectorates of the Trade Inspection.

5. A Participant who is a consumer has the right to apply to the permanent consumer arbitration court referred to in Art. 37 of the Act on Trade Inspection of 15 December 2000, for resolution of the dispute arising under the concluded agreement.

X. Final provisions

1. The User agrees to the provision of these Rules in electronic form in PDF format.

2. Unless otherwise stated in these Rules, communication between PROIDEA and the User who submitted the registration form for a Participant or Speaker to PROIDEA will be carried out electronically, to the User's e-mail address indicated in the Account settings, and to the following PROIDEA's e-mail address: paulina.wedrychowska@proidea.org.pl or any other address in the proidea.org.pl domain.

3. If any provision of these Rules is deemed invalid or ineffective under the law, this shall not affect the validity or effectiveness of the remaining provisions of these Rules. To replace such invalid provision, a new provision shall be introduced which most closely reflects the purpose of the original invalid provision and these Rules as a whole.

4. The Privacy Policy constitutes an integral part of these Rules.

5. The up-to-date Rules shall be published on the Website and sent, free of charge, to the Participant at his or her each request to the e-mail address indicated by the User.

6. The date given below is the effective date of these Rules in their latest version:
25.02.2019

7. PROIDEA reserves the right to amend these Rules. Any amendment to these Rules shall each time be notified to Users by way of a notice placed on the Website, not later than 14 days before the planned effective date of such amendment. If a User does not consent to such amendment to these Rules, he or she should notify PROIDEA of the fact within this period. Denial of consent to the new terms of these Rules shall be deemed as termination of the agreement referred to in art. 3841 of the Civil Code, effective as of the lapse of the deadline for lodging an objection to amendments of the Rules. Until the lapse of such period, the User shall remain bound by the previous provisions.